

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision)

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number, which identifies name, and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

**L.3 52.204-4044 REQUIRED CENTRAL CONTRACTOR REGISTRATION
(52.204-4044)**

a. Definitions. As used in this clause -

1. Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

2. Data Universal Numbering Systems (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

3. Data Universal Numbering System +4(DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of that parent business concern.

4. Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

b. 1. By submission of an offer, the offeror acknowledges the requirements that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

2. The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offer is registered in the CCR database.

3. Lack of registration in the CCR database will make an offeror ineligible for award.

4. DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

c. The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

d. Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://cccr.edi.disa.mil>

(End of Clause)

MAY 98

52.204-7004

**L.4 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
(OCT 1997)--ALTERNATE I (OCT 1997)**

(a) Definitions. As used in this provision --
Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal. In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information. Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations. Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and
(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --
(i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and --

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items. (see Paragraph B.3)

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) An offeror's authority to offer should not be based on contingencies such as approval by a city council or board of directors, available financing, etc. All such issues should be resolved by the offerors prior to submission of the proposal. As an exception, regulated public utilities may submit offers based on proposed rates (for ownership, operation, and maintenance charges, exclusive of commodity) which must be approved by the State Public Service Commission.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price

analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of Provision)

L.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Utilities Service Type contract, comprised of firm-fixed price and cost reimbursement components, resulting from this solicitation. The contract term is for 50 years.

(End of provision)

L.6 52.219-4076 SUBCONTRACTING PLAN SUBMISSION

(a) This provision does not apply to Small Business concerns.

(b) Offerors shall submit with their proposal a Small Business and Small Disadvantaged Business Subcontracting Plan which will be evaluated for compliance with FAR 19.7 and statutory requirements of Public Laws 95-507, 99-661, and 100-656. The plans shall provide comprehensive responses to the requirements of the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan (FAR 52.0219-0009). The plan, as a minimum, shall include a detailed discussion of the elements set forth in FAR Clause 52.0219-0009(d)(1) through (11).

(c) Additionally, the proposed subcontract plan must demonstrate clear and concise knowledge and understanding of statutory requirements and regulations as it relates to Small Business, Small Disadvantaged Businesses (SDB), Historically Black Colleges and Universities/Minority Institutions (HBCU/MI), and Woman Owned Businesses (WOB), and HUBZones Small Businesses.

The proposed plan shall address efforts to broaden Small Business, SDB/HBCU/MI vendor base, outreach efforts, description of supplies and services to be subcontracted, identification of proposed firms who will be utilized, intended value to be subcontracted and percentage goals for the basic contract and each option year, (if any), which are realistic yet which are realistic yet challenging. Past performance and goal achievement for past performance shall be addressed.

(d) Contractors should use as a guide, the sample format included in Section J.

(e) For the purposes of this procurement, the following goals are considered reasonable and achievable during the term of the contract:

10% as a minimum of the planned subcontracting dollars to be placed with small business concerns. (The following are subsets of the small business goal):

And of that portion placed with small business concerns,

5% shall be placed with small disadvantaged business concerns, to include HBCU/MI's.

3% to be placed with women owned small businesses.

1% to be placed with HUB Zones small businesses.

(CENAB-CT JUL 1996)

(FAR 19)

(52.0219-4076)

L.7 52.233-0002 SERVICE OF PROTEST (NOV 1988).

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USACE, Baltimore District
ATTN: CENAB-CT/Jerome T. Rifkin
P. O. 1715
Baltimore, MD 21203-1715

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.8 52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

(R 7-2003.39 1969 OCT)

L.9 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL.

Note: Offers and modifications thereof shall be submitted in four (4) separate sealed envelopes or packages as follows:

- Technical Proposal
- Cost Proposal
- Subcontracting Plan (If Applicable)
- FERC Form 1/Annual Report/Annual Audit

L.9.1 All offers shall be addressed to the office specified in RFP No. DACA31-00-R-0026, and showing the time specified for receipt, the solicitation number and the name and address of the Offeror.

L.9.2 One (1) envelope shall contain the Technical Proposal described below. It shall be clearly be marked Technical Proposal RFP No. DACA31-00-R-0026. An original and ten (10) copies of the Technical Proposal are required.

L.9.3 The second envelope shall contain the Cost Proposal described below. It shall be clearly marked Cost Proposal; one (1) original and one (1) copy are required. The required Financial Worksheet in MS Excel or compatible format on 3-½ floppy disk with two (2) additional disk copies to be included with the Cost Proposal.

L.9.4 The third envelope shall contain the Subcontracting Plan. It shall be clearly marked Subcontracting Plan, one (1) original and two (2) copies are required.

L.9.5 The fourth envelope shall contain one (1) original and two (2) copies of the most recent and valid Federal Energy Regulatory Commission (FERC) Form 1, FERC Form 2, Annual Report to Shareholders, or Annual Audit, as applicable. These forms, reports or audits will not be included in the proposal page limit and shall be submitted in a separate package from the Technical and Price proposals.

L.9.6 Proposal text should be typed, single space, 12 pitch (or equivalent-meaning, a similar # of characters per inch) Courier font, and submitted on standard (8 ½" X 11") paper,

printed on both sides of each page, with foldouts no more than 17" long. Margins are one inch (head and foot of page), one inch on the sides of the page. Technical Proposals shall not exceed one hundred (100) pages in length per UDC System, per Work Group, exclusive of attachments, cover page, section dividers and table of contents. Technical Proposals exceeding the page limit shall be evaluated only on the first one-hundred (100) pages. The 100 page count limit includes the reports and plans (see Section H) required with the technical proposal submission.

L.9.7 Time for submission: Proposals shall be submitted by the date and time stated on the Standard Form (SF) 33, Block 12 of the solicitation.

L.9.8 Time of Acceptance: Unless the Offeror inserts a different period of time on the Standard Form 33, proposals will remain valid for a minimum period of 120 days from date of the proposal.

L.9.9 Proposals submitted in response to this solicitation will not be returned.

L.9.10 Proposals shall be submitted prior to the closing date to the following address:

U.S. Army Corps of Engineers, Baltimore District
Contracting Division
10 South Howard Street/Room 7000
Baltimore, MD 21201
Attn: Tom Winkel

L.10 PROPOSAL SUBMISSION INSTRUCTIONS - VOLUME I, TECHNICAL PROPOSAL.

L.10.1 *General Requirements.* In order that Technical Proposals shall be evaluated strictly on the merits of the material submitted, no price information shall be included in the Technical Proposals.

L.10.1.2 The Technical Proposal shall be separate from the Cost Proposal. No material may be incorporated by reference, but references from one area of the Technical Proposal to another are permissible to avoid unnecessary duplication of information. Clear and specific responses to each solicitation item are required. The Technical Proposal shall be incorporated and made part of any subsequent contract.

L.10.1.3 All information the Offeror wishes to have considered must be submitted with the initial proposal. The evaluation will be limited to the information provided and nothing will be assumed.

L.10.1.4 Telegraphic offers will not be considered; however, offers may be modified by timely written or telegraphic notice. Facsimile offers, modifications or withdrawals will not be considered.

L.10.2 *Technical Proposal Format and Content.* As the Technical Proposal shall describe the capability of the Offeror to participate in this effort, it should be specific and complete in every detail. Proposals that merely offer to provide service in accordance with Section C, Statement of Work, will be considered technically unacceptable and will not be considered further. The Offeror must submit a definitive proposal to achieve the end results that are set forth in the Government's requirements. The Offeror's proposal shall address requirements as defined in this solicitation. The Offeror shall furnish the following information, submitted as listed below. The Technical Proposal is divided into four (4) sections.

Section 1, The Technical Approach is subdivided into three (3) subsections, Initial Capital Improvement Plan, Performance Compliance Plan, and Initial O&M Plan.

Section 2 is Management Approach and is subdivided into five (5) subsections, Organizational Procedures, Operational Structure, Subcontractor Management, Management Qualification, and Oral Presentations.

Section 3 is the Financial Capability.

Section 4 is Past Performance.

L.10.2.1 *Technical Capability.*

(a) **Initial Capital Improvement Plan(ICIP).** The Offeror shall submit an ICIP as described below. The ICIP shall identify the major UDC System expansions, replacements, relocations, or abandonment's as may be needed to conform the UDC System to the Contractor's relevant and appropriate safety and operational standards, comply with applicable environmental, health or safety laws or regulations or to accommodate Government forecasted changes in utility service requirements. The ICIP shall include the Contractor's rationale for making the improvement, the proposed construction schedule, including estimated outage times to Installation customers, and the anticipated construction completion date. The ICIP shall include a project management chart for each anticipated capital improvement project, indicating the project steps, project step duration's, and critical path of project steps. The ICIP shall also contain, for each project, the estimated labor hours per labor category; equipment utilization rate; description of equipment to be utilized. The Offeror may propose capital improvements that result in exceeding the minimum standards stated in Section C. However the Offeror must explain the value of exceeding the minimum standards. The Offeror shall describe in-house standards for operation and maintenance of the UDC Systems and how these pertain to the planned ICIP project(s). The ICIP will be evaluated for technical sufficiency and accuracy.

(b) **Performance Compliance Plan.** The Offeror shall submit a Performance Compliance Plan (PCP) that describes the actions the Offeror intends to take to meet the requirements described in Section C.8, Standards, as well as any additional requirements that apply to the Offeror in ownership and operation of the UDC Systems. The Offeror shall include a specific section to indicate how the requirements of Paragraph C.8.2.3, Energy Efficiency are/will be met. The Offeror shall provide any in-house standard operational procedures as

applicable. In addition the PCP shall list by citation any additional requirements that apply. The PCP may reference the ICIP when major upgrades or total system replacements are required to meet performance standards.

(c) Initial O&M Plan. The Contractor shall submit as part of the initial proposal, an Initial O&M Plan. The Initial O&M Plan shall include planned monthly expenditures for the first year of operation and maintenance for each UDC System per Installation, for total labor hours, estimated equipment usage times and estimated materials to be utilized.

L.10.2.2 Management Approach. The proposal shall describe how the Offeror plans to manage work under this contract. The description should indicate a thorough understanding of the nature and scope of work. Proposed techniques to accomplish the work in each of the following four functional areas shall be included.

(a) Organizational Procedures. The Offeror's Organizational Procedures should indicate the capability of the Offeror to; coordinate the work staff (in-house or subcontracted) on single or multiple projects (with multiple UDCs and Installations, if applicable) (as defined in the Offeror's Capital Improvement Plan); meet the required response times as defined in Section C, Continuity of Service, Interruption / Emergency Response; relocate off-site personnel and necessary equipment during times of major utility outages; provide continued reliable utility service during a work stoppage. In addition, the Offeror shall list any notifications of violations received from the United States Environmental Protection Agency (EPA), Installation's State environmental agency, or local applicable environmental agency, and should describe how the violation was (or is being) mitigated.

(b) Operational Structure. The Operational Structure of the Offeror shall indicate; an outline of the minimum and maximum staffing levels, responsibilities, capabilities and levels of authority in order to assure project accomplishment in a timely and responsive manner; an outline of plan to ensure authority of key personnel and project managers are clearly defined; and organizational structure chart clearly indicating lines of authority and key personnel. Indicate operational structure for multiple UDC Systems and Installation(s) if applicable.

(c) Subcontractor Management. Technical information shall be included to describe as applicable the following subcontracting management items as a minimum: identification of major subcontractor (over \$500,000 in FY 00 dollars), how the home office will support the field office and the level of authority retained at the home office (if applicable), rationale for in-house/subcontract work distribution and subcontracting support capability (if applicable), historical experience of work with subcontractor (if applicable), management controls for timeliness and quality of subcontractor work (if applicable). The Offeror shall also indicate the status of their Contractor System Purchasing Review (CSPR).

(d) Management Qualification. Demonstration of Management Qualifications of the Offeror will include; an outline with responsibilities, authorities, and technical background of the personnel proposed to be included; the corporate staff; qualifications of key management personnel (experience, education, work discipline) as outlined in Section C,

Contractor Personnel Administration; clearly identify key personnel, also identified in organizational chart described in Paragraph (b) above, with attached resumes.

(e) Oral Presentations. Only Offerors that are determined to be in the competitive range will be invited to give Oral Presentations. Oral Presentations will be scheduled by drawing lots after determination of the competitive range. Offerors will be notified of the date and time for their oral presentation (no sooner than five (5) working days following receipt of offers). See Section M for additional information.

L.10.2.3 Financial Capability. The proposal shall describe how the Offeror intends to finance the purchase price of each UDC System proposed by the Offeror, any Contribution-In-Aid-Of-Construction (CIAC) Tax Payment (if applicable), and the capitalization projects described in the Offeror's Capital Improvement Plan. As a minimum the Offeror must clearly demonstrate the capability to finance at least 50% of the Offeror-estimated "replacement cost new" of the UDC Systems proposed by the Offeror. The Offeror shall include the methodology used to determine the "replacement cost new" estimate. Offerors that cannot meet the minimum financing requirements will most likely not be awarded the contract due to the critical importance of the capital financing requirement. The Offeror shall also describe the impact of future financing capabilities for their other customers.

L.10.2.4 Past Performance. The Offeror, including partners and 1st tier subcontractors, shall complete the first page of the Past Performance Questionnaire for at least 5 projects involving O&M and capital improvements of an UDC System. If the Offeror does not have a past performance history of at least 5 projects, the Offeror shall clearly identify such in the Past Performance Questionnaire. The Past Performance Questionnaire is contained in Section J, List of Attachments.

L.10.3 Price Factor. The intent of the Government in requiring Section B is for the Offeror to bid a total cost for the CLINs proposed for all 15 years of the initial pricing term. The Sample Financial Worksheet, Section J is provided to demonstrate how to complete the required Financial Worksheets. All data provided in the Sample Financial Worksheet is arbitrary and should not be construed as having any significance or importance. The Sample Financial Worksheet and Financial Worksheets are contained in Section J, List of Attachments. The Financial Worksheet are the blank spreadsheets that each Offeror will be required to complete for each CLIN proposed. The Price Proposal, including a detailed cost proposal described here shall be evaluated for cost reasonableness. Pricing data and the Financial Worksheets will be evaluated as part of the Price Proposal. **See L.10.3.8.**

L.10.3.1 Labor Related Costs. The Price Proposal shall contain a separate estimate of the labor-related costs. The Price Proposal shall contain detail showing how the labor cost was developed, the detail shall include at a MINIMUM the labor categories, pay rates by labor categories, estimated man-hours by labor categories, labor overhead costs separated from base pay rates and a total cost. All computations developed in the preparation of the labor-related costs shall be shown in enough detail so that they may be duplicated during the review of these

costs. The Price Proposal shall include a discussion of factors that were considered in the development of each component of the labor cost proposal.

L.10.3.2 Equipment Costs. The Price Proposal shall contain a separate estimate of the equipment-related costs. The Price Proposal shall contain detail showing how the equipment cost was developed, the detail shall include at a MINIMUM the equipment, equipment rates and total equipment costs. All computations developed in the preparation of the equipment cost shall be shown in enough detail so that they may be duplicated during the review of these costs. The Price Proposal shall include a discussion of factors that were considered in the development of each component of the equipment cost proposal.

L.10.3.3 Insurance Costs. The Price Proposal shall contain a separate estimate of the insurance related costs. The Price Proposal shall contain detail showing how each insurance cost was computed, the detail shall include at a MINIMUM a listing of the insurance policies included in the proposal, the coverage levels, and the total insurance cost. All computations developed in the preparation of the insurance cost shall be shown in enough detail so that they may be duplicated during the review of these costs. The Price Proposal shall include a discussion of factors that were considered in the development of each component of the insurance cost proposal.

L.10.3.4 Tax Related Costs. The Price Proposal shall contain a separate estimate of the tax-related costs. The Price Proposal shall contain detail showing how each insurance cost was computed, the detail shall include at a MINIMUM the tax categories, tax rates for each tax, the taxable income or assets, etc. to which the rate was applied, tax cost for each tax and a total tax cost. All computations developed in the preparation of the tax cost shall be shown in enough detail so that they may be duplicated during the review of these costs. The Price Proposal shall include a discussion of factors that were considered in the development of each component of the tax cost proposal.

L.10.3.5 Overhead Costs. The Price Proposal shall contain a separate estimate of the overhead-related costs. The Price Proposal shall contain detail showing how each overhead cost was computed, the detail shall include at a MINIMUM a listing of all areas covered by the overhead cost proposal and those areas that are not included. The bidders profit shall be included in this cost category and shall be shown separately. All computations developed in the preparation of the overhead cost shall be shown in enough detail so that they may be duplicated during the review of these costs. The Price Proposal shall include a discussion of factors that were considered in the development of each component of the overhead cost proposal.

L.10.3.6 Miscellaneous Costs. The Price Proposal shall contain a separate estimate of the equipment, tool and miscellaneous costs included in the Cost Proposal. The equipment, tool and miscellaneous costs considered in this section shall be for those items used in the day-to-day operation and maintenance of the utility system(s). The Price Proposal shall contain detail showing how each equipment, tool and miscellaneous cost was computed. All computations developed in the preparation of the tax cost shall be shown in enough detail so that they may be duplicated during the review of these costs. The Price Proposal shall include a

discussion of factors that were considered in the development of each component of the tool, equipment, and miscellaneous cost proposal.

L.10.3.7 Capital Related Costs. The Price Proposal shall contain a separate section indicating the costs included for replacement of each UDC system as it reaches the end of its useful life, if needed during the 15 year contract term.

L.10.3.7.1 Annual Capital Cost Estimate. The Offeror shall provide the estimated annual cost for each UDC System, by Work Group, associated with its Initial Capital Improvement Plan. Included in this section shall be a listing of the term over which the Government will be required to pay for capital costs, the cost of money to be used and the total annual costs. The results of the first fifteen years' computations shall be identical to the values inserted into the CLINs. The Offeror shall provide all computations showing how the annual replacement costs were developed with enough detail that these computations can be duplicated during the review of these Annual Capital Cost Estimates. The price proposal shall include a discussion of the factors that were considered in the development of each component of the Annual Capital Cost Estimates.

L.10.3.8 Computational Data. The Sample Financial Worksheets, Section J, List of Attachments, is an illustrated example of a hypothetical proposal in the financial spreadsheet. Financial Worksheets, Section J, List of Attachments, are the blank financial spreadsheets that are required for each Offeror to complete per CLIN proposed. The Price Proposal shall contain all computational data on 2 - 3.5" floppy discs. Microsoft Excel format is preferred; however, Quattro Pro or Lotus 1-2-3 is acceptable.

L.10.4 Subcontracting Plan. Offerors shall submit with their proposal a "Small Business and Small Disadvantaged Business Subcontracting Plan" which will be evaluated for compliance with statutory requirements of Public Laws 95-507, 99-661 and 100 656. The plans shall provide comprehensive responses to the requirements of the clause entitled "Small Business and Small Disadvantaged and Women Owned Small Business Subcontract Plan (FAR 52-219-9). The plan, as a minimum shall include a detailed discussion of the elements set forth in FAR Clause 52.219-9(d)(1) through (11). Subcontract plans in the competitive range will be evaluated in compliance with the mandates of Congress and FAR 19.7, and AFARS 19.7, Appendix CC, to increase opportunities for small businesses, HUB Zone small businesses, small disadvantaged businesses to include Historically Black Colleges/Universities and Minority Institutions (HBCU/MI's) and women owned small businesses. Contracting Officers are responsible for establishing demand floors (minimum goals) for prime contracts. Contracting Officers will aggressively pursue challenging subcontracting plans for prime contractors and will place special emphasis on negotiating reasonable floors/goals in the plans.

L.10.4.1 The floors offered shall be the minimum subcontracting floors accepted. Floors included in any proposed plan submitted should be at least equal to the floors recommended in the solicitation. If lesser goals are proposed by an Offeror, the Offeror shall provide an explanation as to how those floors represents the best efforts to comply with the policy

outlined in the contract clauses. Failure to submit and negotiate an acceptable subcontracting plan shall make the Offeror ineligible for award of a contract.

L.10.4.2 In addition, FAR 52.219-16, Liquidated Damages-Subcontracting Plan, failure to fully implement the plan during the life of the project may result in the assessment of liquidated damages.

L.11 PREPARATION OF OFFERS.

L.11.1 Offerors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the Offeror's risk.

L.11.2 Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type his/her name on the Schedule and each continuation sheet on which it makes an entry. The person signing the offer must initial erasures or other changes. Offers signed by an agent shall be accompanied by evidence of that agent's authority unless evidence has been previously furnished to the issuing office.

L.11.3 Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

L.11.4 Offerors must state a definite date for delivery of supplies or for performance of services, unless specified in the Solicitation.

L.12 52.019-0303 PRODUCT OR SERVICE CLASSIFICATION.

The supplies or services to be procured under this solicitation are classified in Standard Industrial Classification Code 4939, Combined Utilities and can be further qualified under the criteria set forth in Regulations of the Small Business Administration (Code of Federal Regulations, Title 13, Section 121.3-8).

END OF SECTION L